

RECORDATION NO. 13493-A
Filed 1425

MAY 24 1982 -11 05 AM
INTERSTATE COMMERCE COMMISSION

DOWNTOWN OFFICES
3300 FIRST ATLANTA TOWER
ATLANTA, GEORGIA 30383-3101
TELEPHONE (404) 581-8000
TELECOPIER (404) 581-8219
TELEX 54-2711

LAW OFFICES
HANSELL, POST, BRANDON & DORSEY
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
56 PERIMETER CENTER EAST, N. E.
FIFTH FLOOR
ATLANTA, GEORGIA 30346-2283
TELEPHONE (404) 394-4400
TELECOPIER (404) 394-4637
TELEX 80-4455

2-144A020

No. 1
MAY 24 1982
Date
Fee 60.00

WASHINGTON OFFICE
1915 STREET, N.W.
FIFTH FLOOR
WASHINGTON, D. C. 20006
TELEPHONE (202) 342-0107
TELECOPIER (202) 659-6404

May 19, 1982

RECORDATION NO. 13647

MAY 24 1982 -11 05 AM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitution Avenues, N.W.
Room 2302
Washington, D. C. 20423

BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Security Agreement dated May 7, 1982
Debtor: Carl C. Krueger, Jr.
Secured Party: William B. Astrop
Railroad Tank Cars RTMX 12542 and RTMX 12543

Dear Ms. Lee:

We enclose the following package of documents which should effect release of an existing security interest in the above-referenced cars (Recordation No. 13493) and institute a new security interest therein in favor of Mr. Astrop:

(i) three notarized copies of a letter of release executed by Bank of the South and an attendant check in the amount of \$10.00 made payable to the ICC Office of the Secretary, as remittance on the release fee.

(ii) a manually executed original and a notarized copy of a Security Agreement dated May 11, 1982 between Mr. Krueger as Debtor and Mr. Astrop as Secured Party, and an attendant check in the amount of \$50.00 made payable as is the check noted in (i).

Please notify the undersigned collect at 404/394-4400 at the time when the release is effected.

Sincerely yours,



Kenneth G. M. Mason

KGMM:dbc

Enclosures

cc: William B. Astrop

Carl C. Krueger, Jr.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Kenneth G. M. Mason
Hansell, Post, Brandon & Dorsey
56 Perimeter Center East, N.E.
Fifth Floor
Atlanta, Georgia 30346

May 24, 1982

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/24/82 at 10:05AM, and assigned re-recording number(s). 13493-A, & 13647

13493-A (Release)

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

ROCKPORT, TEXAS

MAY 24 1982 - 10 02 AM

May 14, 1982

INTERSTATE COMMERCE COMMISSION

FOR VALUE RECEIVED to secure the payment of a promissory note of even date herewith in the principal amount of Forty Thousand and No/100 (\$40,000.00) made payable by the undersigned, hereinafter referred to as Borrower, to WILLIAM B. ASTROP, hereinafter referred to as WBA, the undersigned Borrower hereby grants to WBA a security interest in the following described property which has been or is hereby delivered, assigned and hypothecated to WBA: Two (2) 23,500 gallon nominal capacity DOT 111A100W3 exterior coiled and insulated (general purpose) 100 ton roller bearing trucks (tank cars) identified as RTMX12542 and RTMX12543, together with all equipment and accessories now or hereafter attached thereto or used in connection therewith. All of such property is hereinafter referred to as the "Collateral", and shall also include the proceeds thereof.

Borrower's Warranties: Borrower hereby represents and warrants that the Collateral is free and clear of any and all liens, security interests and encumbrances; that he has the right to convey the Collateral as security for the note, free and clear of any and all liens, security interests and encumbrances; that he will keep the Collateral free from any lien, encumbrance or security interest whatsoever, other than the security interest hereunder; that he will from time to time, on request of WBA, execute such documents and do such other acts and things as WBA may request to establish and maintain a security interest in the Collateral which is valid and superior to all other liens and claims whatsoever; that he will not sell, transfer, lease or otherwise dispose of the Collateral or any interest therein except with the prior written consent of WBA; that he will not use Collateral for hire or illegally or in any manner inconsistent herewith or with any policy of insurance with respect thereto; and that he will promptly pay or discharge all taxes assessed against Collateral and all liens which may attach thereto. Such warranties are cumulative and in addition to those provided by law.

Insurance: Borrower will use all reasonable efforts to keep the Collateral at all times insured against loss or damage in such amounts, and under the policy or policies maintained from time to time by the Richmond Leasing Company as standard fleet coverage for railroad cars which are the subject of its management agreements. Borrower shall furnish or cause to be furnished to WBA, if requested, with certificates of such insurance or other evidence satisfactory to WBA as to comply with the provisions of this paragraph. Borrower hereby assigns to WBA any monies which may become payable under any policy of insurance, including the return of unearned premiums and directs any insurer to make payment directly to WBA as Borrower's duly appointed agent and attorney-in-fact, to be applied against any indebtedness owed WBA by Borrower, whether or not due, in such order of application as WBA may determine.

WBA's Rights And Acts On Behalf Of Borrower: WBA may from time to time at reasonable times examine and inspect the Collateral wherever located. Borrower hereby appoints WBA his agent and attorney-in-fact and authorizes WBA to act on his behalf in completing this contract by filling in any blank spaces; in making, adjusting and settling claims under any policy insuring the Collateral; in endorsing Borrower's name on any draft drawn by insurers of the Collateral; in placing and paying for insurance on the Collateral should WBA in its discretion and at its election desire to do so or upon failure of Borrower to provide insurance satisfactory to WBA; in discharging taxes, liens, security interests or other encumbrances at any time levied or placed on Collateral; in ordering and paying for the repair, maintenance or preservation of the Collateral; and in paying necessary filing or recording fees. Borrower hereby agrees to reimburse WBA on demand for any payment or expense incurred by WBA, or its agents or attorneys, pursuant to the foregoing authorization, and WBA may charge such payments or expenses to Borrower's indebtedness hereunder.

Events Of Default: If Borrower fails to pay when due any amount payable with respect to the note; or if Borrower fails to perform or breaches any agreement or undertaking herein or is otherwise in default under any writing relating to the note or Collateral; or if the Collateral declines in

value or for any reason becomes insufficient, in WBA's judgment, to secure the note and Borrower after demand, fails or refuses to substitute and/or make additions to the Collateral satisfactory to WBA; or if Borrower becomes insolvent or makes an assignment for the benefit of creditors; or if any proceeding be instituted by or against Borrower alleging that he is insolvent or unable to pay debts as they mature; or if any judgment is rendered against Borrower; or if Borrower should die or become incompetent; or if the Collateral should be removed, resold or abandoned without the written consent of WBA; or if there should be loss, theft, substantial damage or destruction to or of Collateral; or if the Collateral be seized or levied upon under legal process or a receiver be appointed for it; or if any other circumstance or event occurs which shall cause WBA to deem himself insecure, then Borrower shall be in default hereunder.

Rights On Default: In the event (i) Borrower defaults under the note or this agreement, (ii) WBA gives notice thereof to Borrower, and (iii) Borrower fails to take curative action within five (5) business days next following the date of such notice, the note secured hereby may be declared by WBA, and thereupon immediately shall become due and payable and WBA may take possession of or retain and sell or otherwise dispose of the Collateral or any part thereof, and exercise from time to time any and all rights and remedies available to it under this agreement, any written instrument relating to the note or Collateral and any applicable law. Borrower shall pay all of the costs and expenses incurred by WBA in collecting under such note in enforcing its rights hereunder, including reasonable attorneys' fees and legal expenses. If notification of the time and place of an intended sale of the Collateral is required by law, such notification, if mailed, shall be deemed reasonable and properly given if mailed at least five (5) days before such sale addressed to Borrower at the address shown herein or at any other address of Borrower appearing on the records of WBA; and if notification of the time after which any sale or other disposition of the Collateral is to be made is required by law, such notification, if mailed, shall be deemed reasonable and properly given if mailed at least five days before the date designated as the time after which such sale or other disposition shall be made, addressed to Borrower at the address shown herein or at any other address of which Borrower has notified WBA. After applying the proceeds of the disposition to the payment of expenses of collection and sale, including attorneys' fees, the residue shall be applied to the payment of the note, in such order of application as WBA may determine. Borrower shall be entitled to any surplus resulting from such disposition of the Collateral and application of the proceeds and shall be liable for any deficiency. A disposition of the Collateral by WBA shall not extinguish or satisfy any indebtedness or liability of the Borrower to WBA except to the extent that the proceeds are applied thereto as aforesaid.

Retention Of Collateral After Payment: WBA shall be entitled to retain the Collateral, or any part thereof, or any proceeds derived therefrom, as long as a portion of the note remains outstanding and unpaid, and WBA may retain this security agreement or until Borrower is released therefrom and this security agreement is surrendered.

Miscellaneous Provisions: WBA shall not be deemed to waive any of his rights hereunder unless such waiver be in writing and signed by WBA. No delay or omission by WBA in exercising any of his rights shall operate as a waiver of such rights and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

Borrower agrees that a failure of WBA to exercise any right hereunder or the surrender or release of any collateral shall not affect the liability of Borrower.

All rights of WBA hereunder shall inure to the benefit of his successors. All obligations of the Borrower shall bind his heirs, legal representatives, successors and assigns.

SIGNED, SEALED AND DELIVERED by Borrower the day and year first set forth.

1809 Bayshore
Rockport, Texas 78382

Carl C. Krueger, Jr. (SEAL)
CARL C. KRUEGER, JR.

STATE OF TEXAS

COUNTY OF ARANSAS

Signed and sealed before
me this 11 day of May, 1982.

[NOTARY SEAL]

Wynell M. Lavin
Notary Public,
State of Texas at Large

My commission expires: Dec. 31, 1984

STATE OF GEORGIA

COUNTY OF DEKALB

I, a Notary Public, do hereby affirm and aver that this is a true and correct copy of the Security Agreement executed by Carl C. Krueger, Jr. on May 11, 1982.

Masha L. Feiss
Notary Public
State of Georgia at Large

[NOTARY SEAL]

My commission expires: Jan. 9, 1983

